

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF  
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AGAINST  
DEFENDANT BENJAMIN C. CRANFORD**

Pursuant to Local Rule 56.1(B)(1), Plaintiff Hunt Refining Company (“HRC”) submits this Statement of Undisputed Material Facts with citations to supporting record evidence in support of Plaintiff’s Motion for Summary Judgment:

1. Defendant C and H Paving, Inc. (“C and H”) agreed to purchase asphalt from HRC on credit. (See Exh. A,<sup>1</sup> Declaration of G. Thagard (“Thagard Decl.”), ¶ 3-6). HRC has invoiced C and H for those sales. (*Id.*, ¶ 4-5 and Attachments 1 and 2 thereto).

<sup>1</sup> All exhibits referenced are to those exhibits filed with Plaintiff's Memorandum in Support of Motion for Summary Judgment.

2. Defendant Benjamin C. Cranford (“Cranford”) executed a Continuing Guaranty Agreement (the “Guaranty Agreement”) to guarantee C and H’s debt to HRC. (*Id.*, ¶ 6 and Attachment 3 thereto; Exh. B, Unresponded First Request for Admission to Cranford<sup>2</sup>).

3. Pursuant to the Guaranty Agreement, Cranford, “as inducement to [HRC] to sell and extend credit to [C and H] … unconditionally, and absolutely, guarantee[d] the due and punctual payment and maturity of whatever amount shall at any time be owing to Hunt on account of products [...] sold or delivered by [HRC] to [C and H] … whether said liabilities are in the form of open account, open account note, trade acceptance, draft or other evidence of debt.” (Exh. A and Attachment 3 thereto).

4. Pursuant to the Guaranty Agreement, Cranford further agreed to “indemnify and hold Hunt harmless against any loss or expense, including reasonable attorneys’ fees and disbursements” that result from C and H’s failure to pay “or that may be incurred by or on behalf of Hunt in enforcing payment of any of the liabilities against” Cranford. (Exh. A and Attachment 3 thereto).

5. C and H incurred \$694,885.81 in principal debt on unpaid invoices to HRC. (Exh. A, ¶ 7).

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<sup>2</sup> The First Request for Admission was served on January 12, 2024. Cranford has not denied or otherwise responded to the request. It is therefore admitted pursuant to Rule 36(a)(3) of the Federal Rules of Civil Procedure.

6. As of September 30, 2023, interest totaling \$144,248.64 had accrued on the unpaid invoices. (*Id.*)

7. Interest has and continues to accrue on the unpaid invoices at a rate of \$342.68 per day. (*Id.* at ¶ 8).

8. The Court may take judicial notice that there have been 215 days from September 30, 2023 through May 1, 2024. Therefore, at \$342.68 a day, an additional \$73,676.20 in interest has accrued from September 30, 2023 through May 1, 2024, and a total of \$217,924.89 in interest has accrued on the unpaid invoices as of May 1, 2024.

9. The Court may also take judicial notice that \$694,885.81 in principal plus \$217,924.89 in interest totals \$912,810.70.

10. Neither C and H nor Cranford has paid the invoices owed to HRC. (Exh. A, ¶ 4-7).

11. A Consent Judgment has been entered against C and H in the total amount of \$909,041.17 (comprised of \$694,885.81 in principal and \$214,155.36 in interest as of that time) thus confirming the debt owed by C and H and guaranteed by Cranford. (Doc. 32).

Respectfully submitted this 3<sup>rd</sup> day of May, 2024

/s/Richard H. Monk III

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**CERTIFICATE OF SERVICE**

I hereby certify that dated May 3, 2024, I electronically filed a copy of the foregoing **STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** with the Clerk of Court using the CM/ECF system, and the foregoing was served by Electronic and U.S. Mail to the following:

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